

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:

KEITH T. RAPORT,
KEY PROPERTIES,
HORIZON CONSTRUCTION
COMPANY, and PROGRESSIVE
SETTLEMENTS, INC.

Respondents

HUDALJ 92-1875-DB

Decided: April 6, 1993

Keith T. Raport, *pro se*

Dane Narode, Esq.
For the Government

Before: ALAN W. HEIFETZ
Chief Administrative Law Judge

INITIAL DETERMINATION

Statement of the Case

This proceeding arose pursuant to 24 C.F.R. §§ 24.100, *et seq.*, as a result of an action taken by the Assistant Secretary for Housing-Federal Housing Commissioner of the U.S. Department of Housing and Urban Development ("the Department" or "HUD") on June 16, 1992, proposing to debar Keith Raport ("Respondent") and his named affiliates, Key Properties, Horizon Construction Company, and Progressive Settlements, Inc. (together, "Respondents"). If debarred, Respondents would be prohibited from participating in covered transactions as either participants or principals at HUD and throughout the Executive Branch of the Federal government and from participating in procurement contracts with HUD.

The action taken by HUD was based on Respondent's conviction for violations of 18 U.S.C. §§ 1001 and 2314. HUD proposed to debar Respondents for a period of five

years from the date of HUD's suspension of Respondent on June 14, 1991. The suspension was based on the underlying indictment. See 24 C.F.R. § 24.405.

Respondent requested a hearing on the proposed debarment by a letter dated July 2, 1992, to HUD's Office of Program Enforcement. Because the action is based solely upon a conviction, the hearing in this case is limited to submission of documentary evidence and written briefs. 24 C.F.R. § 24.313(b)(2)(ii). An Order dated July 28, 1992, established a schedule for the filing of briefs. In compliance with that schedule, as amended by subsequent order, the Department filed its brief on August 27, 1992; Respondent filed a response on November 6, 1992;¹ and the Department filed a reply on December 9, 1992. Respondent filed a Motion for Leave to File a Reply Brief and Reply Brief, both filings having been received by this tribunal on January 5, 1993. Respondent's Motion is hereby granted. Having all pleadings before me, this matter is ripe for decision.

Findings of Fact

1. Pursuant to the HUD/Federal Housing Administration single-family home mortgage insurance program ("FHA program"), the Federal government provides insurance for private lenders against loss on mortgage loans granted to qualified borrowers. HUD requires that borrowers submit complete and truthful information about their income, employment history, credit history, assets, and liabilities, in order to determine whether they are qualified to obtain an FHA-insured mortgage. Further, the borrower/buyer must make a minimum investment equal to at least three percent of the acquisition cost of the property. The minimum investment is significantly larger if the buyer intends to purchase the property as an investment, rather than reside in it. Funds for the buyer's investment may not be borrowed. HUD Brief, Exh. B, pp. 4-5; 24 C.F.R. Parts 203 and 221.

2. The borrower is required to submit, through a lender, a Settlement Statement ("HUD-1") which shows, *inter alia*, the amount of cash paid at closing by the borrower. The information on the HUD-1 enables HUD to ascertain whether the borrower has made the minimum required investment. See HUD Brief, Exh. B, p. 63.

3. From about 1982 through 1984, although FHA made the initial decision to insure a mortgage, the mortgage company was obliged to review the settlement documents to confirm that the actual sale was consistent with the information submitted by the borrower. Starting in 1984, FHA delegated the initial decisionmaking authority to

¹ Respondent's ex-wife, Charele Raport also signed the response purportedly on behalf of the named affiliate Key Properties. See Respondent's Reply Brief in Support of Dismissal of Debarment Action ("Respondent's Brief"). The Department's briefs filed on August 27th and December 9th will be referred to as "HUD Brief" and "HUD Reply Brief," respectively. Respondent's second filing will be referred to as "Respondent's Reply Brief."

certain approved mortgage companies under the Direct Endorsement Program. HUD Brief, Exh. B, p. 5.

4. Under the FHA program, when a borrower defaults on monthly payments, FHA pays off the balance of the mortgage and other costs and assumes ownership of the property. *Id.* at 6.

5. Respondent and Emilio Diorio were licensed real estate brokers and owners of New Frontiers Real Estate Company ("New Frontiers"), located in Delaware County, Pennsylvania. In February of 1989, they sold New Frontiers to one of Respondent's co-defendants. Respondent and Mr. Diorio also were owners of the following partnerships that did business with New Frontiers: Key Properties, a real estate agency; Progressive Settlements, Inc. ("Progressive Settlements"), a title insurance company; and Horizon Construction Company ("Horizon Construction"). *Id.* at 2-4.

6. Along with other persons, Respondent and Mr. Diorio effected numerous real estate settlements whereby otherwise unqualified borrowers were fraudulently qualified for FHA-insured mortgages. Respondent and others falsified and caused to be falsified information on documents relied on by FHA in issuing mortgage insurance. These documents included mortgage applications, verification of employment forms, and HUD-1s. *Id.* at 7-8.

7. Respondent and Mr. Diorio directed a substantial number of mortgage applicants to a mortgage solicitor who agreed to falsify, process, and approve FHA applications and verification of employment forms. Respondent, along with others, falsified and caused to be falsified the following information on mortgage applications: the source and amount of funds to be used as borrowers' minimum investments, the amount of borrowers' income, and the nature and extent of borrowers' liabilities. *Id.* at 8-9.

8. Along with other persons, Respondent and Mr. Diorio caused false escrow letters to be submitted that inaccurately reflected borrowers' minimum investments, when they knew that the actual investments were substantially less than the amount stated in the escrow letters. *Id.* at 9-10.

9. Along with other persons, Respondent and Mr. Diorio concealed documents from HUD which stated that sellers and parties other than the buyers would pay all or a portion of the buyers' minimum investments. *Id.* at 10.

10. Along with other persons, Respondent and Mr. Diorio caused buyers to deposit in escrow substantially less than the requisite minimum investments needed to qualify for FHA mortgages. *Id.* at 11. Further, Respondent, Mr. Diorio, and others participated in and orchestrated numerous "seller's assists," procedures whereby sellers provided buyers with money for the buyers' minimum investments. *Id.*

11. Along with other persons, Respondent and Mr. Diorio caused the falsification of HUD-1s by concealing the fact that sellers had provided buyers all or portions of what should have been the buyers' minimum investments. *Id.*

12. Respondent and Mr. Diorio directed the office manager at Title Abstract, a title insurance company, to falsify information on HUD-1s to assist in fraudulently obtaining FHA-insured mortgages. They also directed the office manager to issue them "kickbacks" in the form of settlement proceed checks from the fraudulent transactions. *Id.* at 12.

13. Respondent and Mr. Diorio used Progressive Settlements, not for legitimate business purposes, but rather to obtain settlement proceed checks from FHA-insured mortgages that were based on the falsified HUD-1s.² *Id.*

14. Respondent and Mr. Diorio conducted classes for New Frontiers real estate agents during which they described fraudulent ways, including falsifying mortgage documents, to qualify buyers for FHA-insured mortgages. *Id.* at 13.

15. Respondent and Mr. Diorio, as brokers for properties owned by themselves, and third parties, sold the properties to buyers whom they assisted in fraudulently obtaining FHA-insured mortgages. Respondent and Mr. Diorio received profits and commissions from these sales. *Id.*

16. Respondent and Mr. Diorio received over \$650,000 in payments, commissions, profits, repayments of sellers' assists by borrowers, and kickbacks for their misdeeds. These funds were deposited in various accounts in Respondent's name, as well as in the names of Mr. Diorio, New Frontiers, Progressive Settlements, Key Properties, and Horizon Construction. *Id.* at 13-14.

17. Borrowers whom Respondent assisted to qualify fraudulently for FHA-insured loans defaulted on the mortgages, thereby causing numerous foreclosures and losses to HUD in the hundreds of thousands of dollars. *Id.* at 7.

18. Respondent participated in fraudulent activities in connection with the properties located at the following addresses:

a. *2307 Thomas Street, Upper Chichester, Pennsylvania*

On or about October 4, 1985, Respondent and Mr. Diorio caused an Agreement for the Sale of Real Estate ("Agreement") to be prepared to sell the named property for \$24,900. In March 1986, Respondent and Mr. Diorio sent an escrow letter to a

²Respondent and Mr. Diorio failed to obtain the required state licenses and approvals for Progressive Settlements. HUD Brief, Exh. B., p. 12.

mortgage company. The letter falsely stated that the buyer had deposited \$1,100 into New Frontiers' escrow account. Around June 12, 1986, they also caused a second Agreement to be prepared for the same property and purchase price, and the same buyer and his brother. In August of 1986, Respondent and Mr. Diorio caused a Title Abstract agent to prepare a HUD-1 which falsely stated that the buyer had deposited \$1,100. Finally, Respondent and Mr. Diorio caused the concealment on the HUD-1 of the seller's payment of the buyer's deposit. *Id.* at 34-35.

b. 15 2nd Street, Upland, Pennsylvania

On or about November 11, 1985, Respondent and Mr. Diorio caused an Agreement to be prepared to sell the named property for \$29,900. Around May of 1986, they caused to be prepared and sent an escrow letter which falsely stated that the buyers had deposited \$1,000 into New Frontiers' escrow account. *Id.* at 36.

c. 2, 4, and 6 Oxford Street, Upper Darby, Pennsylvania

On or about March 27, 1986, Respondent and Mr. Diorio, along with other persons, caused an Agreement to be prepared to sell the named property for \$75,200. Around July 31, 1986, they caused a Request for Verification of Employment ("Verification") to be prepared and sent to the mortgage company. The Verification falsely stated the buyer's employment and income. On or about September 26, 1986, they also caused a mortgage application to be prepared which falsely stated that the buyer was purchasing the property as an owner-occupant, when in fact they knew that the buyer was purchasing the property for investment purposes. *Id.* at 38.

d. 201 Gray Street, Chester, Pennsylvania

On or about November 20, 1986, Respondent and Mr. Diorio, along with other persons, caused an Agreement to be prepared to sell the named property for \$57,900. On or about February 24, 1987, they also caused an FHA mortgage application to be completed by the buyer. The form falsely stated, *inter alia*, that the buyer intended to occupy the premises. *Id.* at 41, 70.

e. 2613 Nolan Street, Chester, Pennsylvania

On or about March 18, 1987, Respondent and Mr. Diorio, along with other persons, caused an Agreement to be prepared to sell the named property for \$24,900. Approximately a month later, they caused a Verification to be prepared and sent to the mortgage company. The Verification falsely stated the buyer's employment and income. On or about June 15, 1987, they also caused to be prepared and sent an escrow letter to the mortgage company. The letter falsely stated that the buyer had deposited \$1,180 into New Frontiers' escrow account. Around September 2, 1987, they caused a Title Abstract agent to prepare a HUD-1 which contained a back-dated settlement date and which falsely stated that the buyer had deposited \$1,180. On this same date, they also caused the concealment on the HUD-1 of the actual settlement

date and of the seller's payment of a portion of the buyer's settlement costs. *Id.* at 41-42.

19. On May 1, 1991, the United States Attorney for the Eastern District of Pennsylvania filed a twenty-eight count indictment against Respondent, Mr. Diorio, and other persons involved in the fraudulent FHA-insurance schemes. The indictment charged Respondent and others with, *inter alia*, conspiracy to defraud HUD, interstate transportation of securities taken by fraud, and making false statements to HUD. *Id.* Respondent pleaded not guilty to all counts. HUD Brief, Exh. A.

20. On April 22, 1992, Respondent was convicted on five counts of violating 18 U.S.C. § 2314 for interstate transportation of securities, i.e., mortgage proceeds checks from the five sales listed above, knowing that the securities were taken by fraud. *Id.*; HUD Brief, Exh. B, pp. 54, 55, 57, 60, and 61.

21. Respondent was also convicted on four counts of violating 18 U.S.C. § 1001 for knowingly and willfully making false statements to HUD, and for concealing the falsifications. Specifically, Respondent was convicted based on the false entry on the HUD-1 for the property at 2307 Thomas Street; the false entries on the mortgage applications for the Oxford Street and Gray Street properties; and the false statement on the Verification used in the Nolan Street transaction. HUD Brief, Exh. A, and Exh. B, pp. 63, 64, 70, and 72.

22. Respondent was sentenced to four concurrent three-year terms of imprisonment, and following his three year-imprisonment, probation for an additional five years. The probation is conditioned upon, *inter alia*, Respondent's payment of a \$50,000 fine. In addition, he was ordered to pay a special assessment of \$450. HUD Brief, Exh. A.

23. By letter dated June 14, 1991, HUD's Assistant Secretary for Housing-Federal Housing Commissioner suspended Respondent based on the indictment. See *In the Matter of: Keith T. Raport*, HUDALJ 91-1711-DB(S). As detailed above, HUD proposed to debar Respondent based on his conviction. HUD requested a five-year debarment, beginning from the date of the suspension.

Discussion

1. Respondent and His Named Affiliates Are Subject to Debarment Under 24 C.F.R. Part 24.

Respondent, as a real estate broker and an owner of real estate and settlement companies, engaged in HUD/FHA-insured mortgage transactions, and is thereby considered a "participant" and "principal" in "covered transactions." See 24 C.F.R. §§ 24.105(m) and (p), 24.110(a)(1). Respondent is therefore subject to HUD's debarment regulations.

Respondent was co-owner of the following partnerships: Key Properties, Horizon Construction, and Progressive Settlements. Ownership is one of many "indicia of control" that renders these companies "affiliates" of Respondent that may be debarred along with Respondent. See 24 C.F.R. §§ 24.105(b) and 24.325(a)(2).

Respondent does not challenge Horizon Construction's or Progressive Settlement's status as affiliates. However, asserting that he is no longer a partner in the company, he disputes that Key Properties is currently his affiliate. He states that the partners are Robert O. Safford, a limited partner who has never taken an active management role; Charele Raport, Respondent's ex-wife who purportedly obtained an interest in the company pursuant to a divorce decree; and KR Management, a corporation that acts as a general partner and is owned by Ms. Raport. Respondent's Brief, pp. 1 and 2. However, other than Respondent's bare assertions, he offers no proof of the severance of his ties with Key Properties. In light of Respondent's conviction of crimes involving fraud, concealment, and duplicity, I cannot credit his uncorroborated assertion of nonaffiliation.³

The record amply demonstrates Respondent's control over Key Properties. In

³Although Respondent and his former wife signed the Brief as "true and correct under penalty of law," Respondent failed to submit any documentary evidence of his severance with Key Properties, such as a divorce decree or partnership papers. Rather Respondent merely asserts that he has no supporting business records, but that he can acquire them for future submission. Respondent's Reply Brief, p.1. However having had adequate opportunity to submit documents with his Brief and Reply Brief, and having already been granted an extension of time to file pleadings based on his assertion that he had limited access to various materials because of his present incarceration, his time for submission has come and gone.

addition to Respondent's ownership of the company, some of Respondent's illegally procured gain was deposited into Key Properties' bank account. Respondent's use of the company's bank account to further his illegal activity is further evidence of his control over the company. Accordingly, Key Properties, Horizon Construction, and Progressive Settlements are affiliates of Respondent and therefore, are subject to debarment. See 24 C.F.R. §§ 24.105(b) and 24.325(a)(2).

2. Respondent's Conviction Constitutes Cause for Debarment.

Pursuant to the Department's debarment regulations, HUD may institute debarment proceedings based on certain convictions and other offenses. 24 C.F.R. § 24.305. The Department alleges the following causes as bases for Respondents' debarment:

- (1) Conviction for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction.
- (2) Conviction for the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice.
- (3) Any other cause of so serious or compelling a nature that it affects the present responsibility of a person.

24 C.F.R. § 24.305(a)(1) and (3), and (d). Further, 24 C.F.R. § 24.313(b)(3) provides that cause for debarment must be established by a preponderance of the evidence, a standard deemed met by proof of a conviction.

Respondent was convicted for his participation in fraudulently obtaining FHA-insured mortgages for borrowers. Because those mortgages are public transactions or agreements, cause for debarment exists under the Department's first asserted basis. Respondent was also convicted of falsifying HUD-1s, FHA mortgage applications, and verifications of employment. He falsified records and in the process made false statements. Accordingly, cause also exists under the Department's second asserted ground. Because Respondent was convicted of these crimes, the Department has proved by a preponderance of the evidence that cause exists for his debarment.⁴

3. A Five Year Debarment is Warranted.

⁴Because I conclude that cause exists under 24 C.F.R. §§ 24.305(a)(1) and (3), I need not reach the issue of whether cause also exists under 24 C.F.R. § 24.305(d).

The existence of cause for debarment does not necessarily require that a respondent be debarred. Debarment is a discretionary action; HUD must also determine whether a respondent's conduct is serious, whether debarment is necessary to protect the public interest, and whether there are any mitigating factors. See 24 C.F.R.

§ 24.115(a), (b), and (d). The respondent has the burden of proof for establishing mitigating circumstances. *Id.* at 24.313(b)(4). The period of debarment must be commensurate with the seriousness of the cause(s), and for causes such as those present in this case, it generally should not exceed three years. *Id.* at 24.320(a)(1). However, "[w]here circumstances warrant, a longer period of debarment may be imposed." *Id.*

The debarment process is not intended as a punishment; rather, it protects governmental interests not safeguarded by other laws. *Id.* at 24.115(b). See also *Joseph Constr. Co. v. Veterans Admin.*, 595 F. Supp. 448, 452 (N.D. Ill. 1984). These governmental and public interests are safeguarded by precluding persons who are not "responsible" from conducting business with the Federal government. See 24 C.F.R. § 24.115(a); see also *Agan v. Pierce*, 576 F. Supp. 257 (N.D. Ga. 1983); *Stanko Packing Co., Inc. v. Bergland*, 489 F. Supp. 947, 948-49 (D.D.C. 1980).

"Responsibility" is a term of art which encompasses business integrity and honesty. See 24 C.F.R. § 24.305; see also *Gonzalez v. Freeman*, 334 F.2d 570, 573 & n.4, 576-77 (D.C. Cir. 1964). Determining "responsibility" requires an assessment of the current risk that the government will be injured in the future by doing business with a respondent. See *Shane Meat Co., Inc. v. U.S. Dep't of Defense*, 800 F.2d 334, 338 (3d Cir. 1986). That assessment may be based on past acts, including a previous criminal conviction. See *Agan*, 576 F. Supp. at 261; *Delta Rocky Mountain Petroleum, Inc. v. U.S. Dep't of Defense*, 726 F. Supp. 278 (D. Colo. 1989).

HUD contends that imposition of a five-year period of debarment is appropriate in this case, based on the nature of the conduct for which Respondent was convicted, Respondent's lack of remorse, and a rejection of Respondent's proffered evidence in mitigation. Respondent asserts that a debarment should not be imposed based on the following mitigating factors: 1) he had only "limited involvement" in the offenses because he was convicted only of aiding and abetting others, 2) he was unaware of the criminal aspects of the activities, 3) he was an inexperienced 27-year-old at the time of the transactions, who was naive about his sales agents' misdeeds, 4) his expressed remorse about "certain business practices," i.e., his lack of management controls over his agents, 5) his expectation that his conviction will be overturned on appeal, 6) the fact that the conviction involved only 5 of over 2,000 transactions processed by his business, 7) his honest participation in HUD programs since 1977, 8) his business endeavors that have benefitted the community, and 9) the over 30 people who testified as character witnesses at his trial. Respondent's Brief, pp. 4-12; Respondent's Reply Brief, pp. 2-4.

For the reasons discussed below, none of the factors enumerated by Respondent militates against imposition of the five-year period of debarment sought by the Department. The first five factors demonstrate that Respondent has yet to accept responsibility for his malfeasance. The remaining factors are unpersuasive of any present responsibility.

Respondent continues to profess his innocence. He states that he had only "limited involvement" in the offenses. He depicts his role merely as an innocent, unsuspecting manager whose only crime was failing closely to supervise his agents. Respondent's characterization is specious, given the nature of his activities, practices, and conviction. He was co-owner of four companies involved in the real estate and construction business. By his own admission, he was involved in over 2,000 real estate sales. He was familiar with HUD transactions, having done business with HUD since 1977. These facets of Respondent's business career are hardly indicative of a gullible manager who was duped by his employees. Rather they demonstrate that Respondent was an experienced businessman, knowledgeable about real estate transactions in general, and HUD sales, in particular. Finally, Respondent was convicted of knowing and willful criminal conduct, not of innocent involvement or merely aiding and abetting others.

In professing his innocence, Respondent also states that he expects his conviction to be overturned on appeal. Respondent's hope for reversal of his conviction does not constitute a mitigating factor. He cannot collaterally attack the conviction or its underlying facts in this forum, until and unless the conviction is overturned. See 24 C.F.R. § 24.320(c)(2). Only at that time, may Respondent seek reversal of the debarment. *Id.*

Respondent's recitation of the remaining mitigating factors addresses the issue of responsibility. None of the factors, however, demonstrates Respondent's present responsibility. Respondent describes the five transactions for which he was convicted as a scant portion of the many he processed. He also states that but for these few transgressions, he has honestly participated in HUD programs since 1977. However, the fact remains that Respondent falsified documents, concealed the falsehoods from HUD, orchestrated sellers' assists, accepted kickbacks from fraudulently processed FHA-insured mortgages, directed others in criminal schemes, and received over \$650,000 from his criminal activities. The extent of his involvement in and the deliberate nature of, the malfeasance overshadow any consideration of what may be described as his legitimate business endeavors.

Respondent also cites as a mitigating factor certain "benefits" to the community from his business endeavors. He asserts that these benefits include his companies' donations of homes to charitable organizations, as well as the provision of low income housing to the community. However, robbing Peter to pay Paul is not evidence of present responsibility. Respondent's illegal activity resulted in losses to the government in the hundreds of thousands of dollars. While his businesses were purportedly serving

the community, Respondent also used them to further his criminal activity. He used Progressive as a receptacle for kickbacks from fraudulent sales. He conducted classes at New Frontiers during which he instructed agents how to defraud the government.

Finally, Respondent asserts that over 30 people testified as character witnesses at the criminal trial. He failed, however, to submit any such testimony.⁵ Therefore, other than Respondent's self-serving assertions concerning his reputation, there is no evidence of Respondent's character in the record.

The duration of a debarment should be the least necessary to insure that risk to government mortgage insurance programs is minimized by assuring that real estate agents and businesses act in connection with those programs with the highest degree of honesty and integrity. The period should be long enough to demonstrate that the government takes the conduct at issue seriously, and that it will refrain from doing business with debarred contractors and grantees until they have had sufficient time to reflect on the cause for their debarment and to conform their conduct to the standard of present responsibility. Given the seriousness of Respondent's actions and their harmful consequences to the government, the lack of any evidence of remorse, the lack of any objective evidence tending to prove present responsibility, and the lack of any other demonstrated factor in mitigation, a period of debarment of five-years is warranted.

Conclusion and Determination

Upon consideration of the public interest and the entire record in this matter, I conclude and determine that cause exists to debar Keith Raport and his named affiliates, Key Properties, Horizon Construction Company, and Progressive Settlements, Inc., from further participation in covered transactions and lower tier covered transactions for five years from the date of his suspension on June 14, 1991.

⁵Respondent produced a portion of one witness's actual testimony and restated a portion of another witness's testimony to prove his innocence. See Attachment to Respondent's Brief; Respondent's Reply Brief, pp. 3-4. This, however, is merely another attempt by Respondent to attack his conviction on a collateral basis. See *supra*.

ALAN W. HEIFETZ
Chief Administrative Law Judge

CERTIFICATE OF SERVICE

I hereby certify that copies of this INITIAL DETERMINATION issued by ALAN W. HEIFETZ, Chief Administrative Law Judge, HUDALJ 92-1875-DB, were sent to the following parties on this 6th day of April, 1993, in the manner indicated:

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